

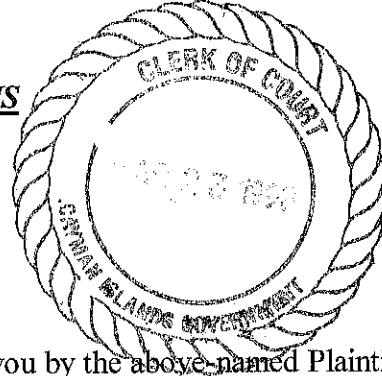
**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. 206 OF 1998**

**BETWEEN WALLING & MELODY WHITTAKER PLAINTIFFS**  
**AND JOHN & JANTHRA MITCHELL DEFENDANTS**

**WRIT OF SUMMONS**

**TO: JOHN & JANTHRA MITCHELL**  
**44 Pitreavie Drive**  
**Halisham, East Sussex BN27 3XG**  
**England**



***THIS WRIT OF SUMMONS*** has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

***If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.***

Issued this 23<sup>rd</sup> day of March 1998

***NOTE*** - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

***IMPORTANT***

Directions for Acknowledgement of Service are given with the accompanying form.

**ENDORSEMENT**

The Plaintiffs claim against the Defendants, jointly and severally, to recover property being Registration Section Spotts Block 25B Parcel 338H49, more particularly described as Ocean Club Unit #221, pursuant to the terms of a contract for the sale of the said property entered into between the parties on or about the 9<sup>th</sup> day of March 1995 by having the same rescinded and that all sums paid by the Defendants pursuant to the said Agreement of Sale be treated as liquidated damages. Alternatively, the Plaintiffs seek to recover damages and costs as a consequence of the Defendants' breach of a loan agreement entered into between the Plaintiffs and the Defendants on or about the 9<sup>th</sup> day of March 1995.

Dated the 19<sup>th</sup> day of March 1998  
Filed the        day of        1998

*L. A. Samson & Co.*

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L. A. Samson & Co.  
Attorneys-at-Law for the Plaintiffs

This Writ of Summons was issued by L. A. Samson & Co., Attorneys-at-Law, for and on behalf of the Plaintiff's whose address for service is that of their said Attorneys-at-Law, The Ground Floor (West Wing), Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. 206 OF 1998**

**BETWEEN WALLING & MELODY WHITTAKER**

**PLAINTIFFS**

**AND JOHN & JANTHRA MITCHELL**

**DEFENDANTS**

**ACKNOWLEDGEMENT OF SERVICE**  
**OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

***Important:*** Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted Or given wrongly, ***THIS FORM MAY HAVE TO BE RETURNED.***

**Delay may result in judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.**

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1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick the appropriate box)

yes

no

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff (tick box).

yes

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Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

***Please complete overleaf***

*Notes on address for service*

Attorney: where the Defendant is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign Attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office number and the physical address of his residence or, if he does not reside in the Cayman Islands he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered office.

*Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any in the box below:*

*Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below:*

*IN THE GRAND COURT OF THE CAYMAN ISLANDS*

*CAUSE NO. 208 OF 1998*

*BETWEEN WALLING & MELODY WHITTAKER*

*PLAINTIFFS*

*AND JOHN & JANTHRA MITCHELL*

*DEFENDANTS*

**STATEMENT OF CLAIM**

1. The Plaintiffs are residents of the Cayman Islands and are the registered owners of property being Registration Section Spotts Block 25B Parcel 338H49/ more particularly known as Ocean Club, Block J Unit #221 (hereinafter called "the Property").
2. The Defendants, to the best knowledge of the Plaintiffs are residents of the United Kingdom of England and were at all material times contracting purchasers of the Property.
3. By a written contract of sale entered into between the parties on or about the 9<sup>th</sup> day of March 1995 the Plaintiffs agreed to sell and the Defendants agreed to buy the Property for a price of CI\$106,500.00.
4. That pursuant to the said contract of sale the Defendants paid to the Plaintiffs a deposits totalling in aggregate CI\$26,625.00.
5. That consequent on the said payments of deposits as aforesaid the Plaintiffs were placed in possession of the property as contracting purchasers.
6. That on or about the said 9<sup>th</sup> day of March 1995 the Plaintiffs entered into an agreement with the Defendants whereby the Plaintiffs agreed to finance a loan in favour of the Defendants for the outstanding balance, on the contract of sale, of CI\$79,875.00. It was a term of this agreement that the said loan would be for a term of three years and would attract an interest rate of 13% per annum to be paid at monthly intervals in the monthly sum of CI\$1,292.62.
7. That pursuant to the said loan agreement that any delay by the Defendants in the payment of any loan instalment shall attract an interest charge of 10% per annum calculated on a daily basis.
8. The Defendants have failed to complete the contract of sale.
9. The Defendants have failed to repay to the Plaintiffs the capital sum of CI\$79,875.00 and the contractual interest thereon within the time stipulated under the loan agreement.

